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Tarrant County Texas

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AMENDMENT AND EXTENSION OF OIL AND GAS LEASE

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the 26th day of September 2006, Santiago Rios and Hermelinda Rios, as Lessors, executed an Oil and Gas Lease in favor of Fort Worth Energy Co., L.P., as Lessee, which is recorded in instrument number D206374203, Official Public Records of Tarrant County, Texas (the "Lease"), being Lots 14,15, Block 1 South Side Addition to the City of Fort Worth; Lot 9, Block 39, and Lots 6,7, Block 41, South Fort Worth Addition to the City of Fort Worth, Tarrant County, Texas;

Whereas, XTO Energy Inc., whose address is 810 Houston St., Fort Worth, Texas 76102, succeeded to the interest formerly owned by Fort Worth Energy Co., L.P., whose address is P.O. Box 9307, Fort Worth, Texas 76102;

Whereas, it is the desire of the parties hereto that the primary term of the Lease be amended and extended as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties, as Lessor, and being the present owners of the oil, gas and other minerals in, on and under the Land covered by the Lease, and XTO Energy Inc., as Lessee, do hereby amend the Lease as follows:

The primary term provided for in paragraph 2 of the Lease is hereby amended to reflect four (4) years, rather than three (3) years as previously provided for in the Lease.

Lessor and Lessee hereby adopt, ratify and confirm the Lease as to all of the terms and provisions therein, and by this agreement, and for the same consideration, Lessor does hereby lease, grant, demise and let the interest of Lessor in the Land unto Lessee, and its successors and assigns, in accordance with all of the terms and provisions of the Lease, as amended by this agreement.

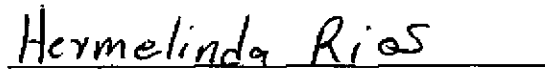
Except as amended by any prior recorded amendments of the Lease, if any, and by this agreement, the Lease is and remains in full force and effect as originally written.

This instrument may be executed as one document signed by all parties, or parties named herein may join by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument. Executed signature and acknowledgement pages from different originals may be combined to form a single original instrument for recording purposes. The failure of any one or more persons to execute this instrument or a counterpart or ratification thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument.

IN WITNESS WHEREOF, this Amendment and Extension is executed by the undersigned on the respective date(s) of acknowledgement below, but is effective as of May 4, 2006, the effective date of the Lease.

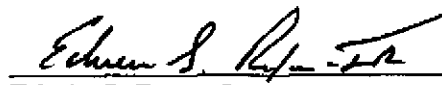

Lessor:


Santiago Rios


Hermelinda Rios

Lessee:

XTO Energy Inc.

 
Edwin S. Ryan, Jr.
Senior Vice President—Land Administration

STATE OF TEXAS §
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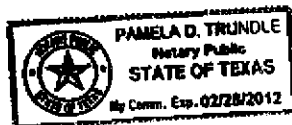
This instrument was acknowledged before me on the 29th day of July, 2009 by Santiago Rios and Hermelinda Rios, husband and wife.



[Signature]
Notary Public – State of Texas

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 6 day of August, 2009 by Edwin S. Ryan, Jr., Senior Vice President - Land Administration of XFO Energy Inc. a Delaware Corporation, on behalf of said corporation.



[Signature]
Notary Public – State of Texas